#259

IN THE MATTER of a Complaint by Mrs. Glenna Davey under the Human Rights Code, 1981, and the Ontario Human Rights Code, Complaint No. 30-1470

B E T W E E N:

THE ONTARIO HUMAN RIGHTS COMMISSION

Complainant

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 16

Respondent

SETTLEMENT AGREEMENT

The parties hereby agree to settle this matter as follows:

on behalf of C.U.P.E. and its local 16

1. C.U.P.E. will pay $1,000.00 to Glenna Davey.

2. A letter in the form attached hereto as Schedule "A" will be sent from C.U.P.E. and C.U.P.E. Local 16 to Glenna Davey.

3. For their part, C.U.P.E. and C.U.P.E. Local 16 agree that Glenna Davey will receive the next available position as head caretaker at either Eastview Public School, Bayview Public School or Ben R. McMullan Public School.

4. For their part, C.U.P.E. and C.U.P.E. Local 16 agree that an affirmative action programme as described in Schedule "B" attached hereto will be implemented.

5. The agreements outlined in paragraphs 3 and 4 herein are to be implemented by consent order of the Board of Inquiry hearing this complaint.

6. Upon the Order referred to in paragraph 5 being made, Complaint No. 30-1470 will be dismissed and it is understood that the entering into of this agreement is not an admission of liability by the parties.

Canadian Union of Public Employees

Canadian Union of Public Employees, Local 16

COUNSEL FOR

Ontario Human Rights Commission

Glenna Davey

Nov. 2/86

SCHEDULE "A"

Ms. Glenna Davey

Dear Sister Davey:

I am writing to you on behalf of CUPE and its Local 16 concerning the problem that you have had with the issue of your position.

We recognize that a problem has existed and we are sure that you understand the fact that decisions of this sort are made on a local by local basis.

We feel that this issue has now been adequately addressed and that you and the local will now be able to work together to deal with the needs of the membership of Local 16 as a whole.

Yours fraternally,

SCHEDULE "B"

Affirmative Action Program

1. In this program, the term "date of hire" shall mean the most recent date on which an employee was hired by the Sault Ste. Marie Board of Education (hereinafter called "the Board") whether the employment was as a casual, floater, part-time or full-time employee.

2. All of the women who held cleaner's positions with the Board as of January 1, 1983, and who have continued to be employed as of the date of the request, will be requested by the Board to indicate whether they are interested in participating in an affirmative action program which would assist them to prepare for and carry out the duties of a custodian, assistant head caretaker or head caretaker in an elementary school (the latter two of which hereinafter are called "caretaker") ~~position~~. The request will be made no later than [illegible]

3. The Board will offer all of those individuals who agree to participate in the affirmative action program, one training opportunity for either a custodian's position or a caretaker's position. An employee who holds a cleaners position will be offered custodian training and an employee who holds a custodian position will be offered caretakers training. If the numbers of employees agreeing to participate exceeds the openings

in any one training course, the more senior employee, based on date of hire, will be offered the course first and so forth.

4. Upon completion of the training program, these individuals will be placed on an employment equity list (hereinafter called the "list").

5. Their ranking on the list shall be determined by the candidates respective date of hire by the Board. The person with the earliest date of hire will be ranked at the top of the list and so forth.

6. When a vacancy occurs in the position of custodian or caretaker, the Board shall apply the promotion provisions of the collective agreement subject to the following guidelines:

(a) the candidates on the list will only be able to utilize their position on the list to progress from cleaner to custodian or from custodian to caretaker and these guidelines shall not apply to a bumping or lateral transfer situation;

(b) the date of hire of the person who ~~is~~ WOULD BE the successful applicant under the promotion article of the collective agreement will be compared with the date of hire of

the top ranked candidate on the list who is trained for the position;

(c) if the date of hire of the candidate at the top of the list is earlier than the date of hire of the other applicant, the candidate on the list will be given the opportunity to either accept or reject the position. If the candidate accepts the position, that candidate will be promoted to the position and her name will be deleted from the list;

(d) if the candidate rejects the position, that candidate's name shall be deleted from the list and the next ranked qualified candidate will be compared to the other applicant as in paragraphs (a), (b) and (c).

7. The application of the list to promotions for the positions of custodian and caretaker will cease and the lists effect on the collective agreement shall be deemed to be at an end when the number of male and female assistant caretakers and head caretakers in job classes 8, 9 and 10 (or such other equivalent job classes as may be substituted therefor under a restructuring of the classes) are equal or the list is exhausted.

IN THE MATTER of a Complaint by Mrs. Glenna Davey under the Human Rights Code, 1981, and the Ontario Human Rights Code, Complaint No. 30-1160-F

B E T W E E N:

GLENNA DAVEY

Complainant

- and -

SAULT STE. MARIE BOARD OF EDUCATION,
KEN CLIFFE, HARRY BURKE, MR. BUCHAN and MR. WALIMAKI

Respondents

SETTLEMENT AGREEMENT

The parties hereby agree to settle this matter as follows:

1. The Sault Ste. Marie Board of Education (hereinafter called "the Board"), will pay $13,000.00 to Glenna Davey.

2. A letter in the form attached hereto as Schedule "A" will be sent from the Board to Glenna Davey.

3. The Board agrees to employ a person in the position of an Employment Equity Officer, or in a position with responsibilities including those of the current Employment Equity Officer, for a period of one year from the date of this Agreement. The Board agrees that it will actively assist and encourage that person or such other person as the Board considers proper, to appropriately deal with human rights issues as they may occur.

4. For its part, the Board agrees that Glenna Davey will receive the next available position as head caretaker at either Eastview Public School, Bayview Public School or Ben R. McMullan Public School.

5. For its part, the Board agrees that an affirmative action programme as described in Schedule "B" attached hereto will be implemented.

6. The agreements outlined in paragraphs 3 and 4 herein are to be implemented by consent order of the Board of Inquiry hearing this complaint.

7. Upon the Order referred to in paragraph 6 being made, the proceeding in relation to Complaint No. 30-1160-F will be dismissed by the tribunal and it is understood that the entering into of this agreement is not an admission of liability by the parties.

For the Respondents

Osler, Hoskin & Harcourt,
Solicitors for the
Ontario Human Rights
Commission

Glenna Davey

Nov 25, 1986

SCHEDULE "A"

Dear Ms. Davey:

I am writing to you on behalf of the Sault Ste. Marie Board of Education regarding your concerns about your position.

We believe the matter has been properly addressed and regret any distress this issue may have caused you. We trust that concerns of this nature can be avoided in the future.

Yours very truly,

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SCHEDULE "B"

1. In this program, the term "date of hire" shall mean the most recent date ~~of which~~ on which an employee was hired by the Sault Ste. Marie Board of Education (hereinafter called "the Board") whether the employment was as a casual, floater, part-time or full-time employee.

2. All of the women who held cleaner's positions with the Board as of January 1, 1983, and who have continued to be employed as of the date of the request, will be requested by the Board to indicate whether they are interested in participating in an affirmative action program which would assist them to prepare for and carry out the duties of a custodian, assistant head caretaker or head caretaker in an elementary school (the latter two of which hereinafter are called "caretaker"). ~~(position)~~ The request will be made no later than December 12, 1986

3. The Board will offer all of those individuals who agree to participate in the affirmative action program, one training opportunity for either a custodian's position or a caretaker's position. An employee who holds a clearers position will be offered custodian training and an employee who holds a custodian position will be offered

caretakers training. If the numbers of employees agreeing to participate exceeds the openings in any one training course, the more senior employee, based on date of hire, will be offered the course first and so forth.

4. Upon completion of the training program, these individuals will be placed on an employment equity list (hereinafter called the "list").

5. Their ranking on the list shall be determined by the candidates respective date of hire by the Board. The person will the earliest date of hire will be ranked at the top of the list and so forth.

6. When a vacancy occurs in the position of custodian or caretaker, the Board shall apply the promotion provisions of the collective agreement subject to the following guidelines:

(a) the candidates on the list will only be able to utilize their position on the list to progress from cleaner to custodian or from custodian to caretaker and these guidelines shall not apply to a bumping or lateral transfer situation;

(b) the date of hire of the person who ~~is~~ would be the successful applicant under the promotion article of the collective agreement will be compared with the date of hire of the top ranked candidate on the list who is trained for the position;

(c) if the date of hire of the candidate at the top of the list is earlier than the date of hire of the other applicant, the candidate on the list will be given the opportunity to either accept or reject the position. If the candidate accepts the position, that candidate will be promoted to the position and her name will be deleted from the list;

(d) if the candidate rejects the position, that candidate's name shall be deleted from the list and the next ranked qualified candidate will be compared to the other applicant as in paragraphs (a), (b) and (c).

7. The application of the list to promotions for the positions of custodian and caretaker will cease and the lists effect on the collective agreement shall be deemed

to be at an end when the number of male and female assistant caretakers and head caretakers in job classes 8, 9 and 10 (or such other equivalent job classes as may be sustituted therefor under a restructuring of the classes) are equal or the list is exhausted.